

Bartram Springs Homeowners Association, Inc.

WHEREAS, Bartram Springs Homeowners Association Inc.'s Governing Documents ("Association") authorizes in Section 9.4 that the initial rules and regulations of the Homeowners Association which are incorporated into the Declaration in Exhibit "E" may be modified in whole or in part at any time by the Board without the necessity of recording such new or modified rules and regulations in the public records;

WHEREAS, the Board has deemed it necessary to modify appropriate rules and procedures for the Association;

WHEREAS, the Board, by not less than a majority of the Board, at a Duly called Meeting of the Board, at which quorum was present, affirmatively voted to adopt the foregoing Rules and Regulations, in addition to those restrictions already provided in the Declaration of Covenants and Restrictions.

EXHIBIT "E"
TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
BARTRAM SPRINGS
RULES AND REGULATIONS

Amended and Adopted by the Board of Directors on October 27, 2020

1. The Common Property and facilities, if any, shall not be obstructed nor used for any purpose other than the purposes intended therefor. No carts, bicycles, carriages, chairs, tables or any other similar objects shall be stored therein except in areas (if any) specifically designated for such purpose by the Board.
2. Employees of the Homeowners Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the **Homeowners Association**.
3. No motor vehicle which cannot operate on its own power shall remain on the Property for more than twenty-four (24) hours, and no repair of such vehicles shall be made thereon except as is necessary. No portion of the Common Property or private lawns may be used for parking purposes, except those portions specifically designed and intended therefor. Areas designated for guest parking shall be used only for this purpose and neither Owners nor occupants of Parcels shall be permitted to use these areas. Vehicles which are in violation of these rules and regulations shall be subject to being towed by

the Homeowners Association as provided in the Declaration, subject to applicable laws and ordinances.

4. No electronic equipment may be permitted in or on any Parcel which interferes with the television or radio reception of another Parcel.
5. An Owner who plans to be absent during the hurricane season must prepare his Parcel prior to his departure by designating a responsible firm or individual to care for his Parcel should the Parcel suffer hurricane damage. The Owner must furnish the Homeowners Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Board of Directors.
6. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Homeowners Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing recreation facilities (if any).
7. No hunting or use of firearms shall be permitted anywhere within the Property.
8. No Owner may alter in any way any portion of the Common Property, including, but not limited to landscaping, without obtaining the prior written consent of the ACC.
9. No flammable, combustible or explosive fluids, chemicals or substances shall be kept on or in any Parcel or on the Common Property, except as to propane gas cylinders permitted under a supplemental declaration, if any.
10. No hurricane shutters or similar installations shall be used on or for any Unit unless same is of the type approved by the ACC and is installed in accordance with any guidelines established in such regard by the ACC.
11. Family-size vehicles, such as cars, SUVs, vans (compact, small and medium), and pickup trucks are allowed to have magnets, markings and wraps that advertise commercially and such family-size vehicles are not included within the restriction on commercial vehicles contained within Section 6.8 of the Declaration. However, anything larger than family-size vehicles, which is determined in the sole discretion of the Association's Board of Directors, to include, but not limited to, large commercial vehicles such as dump trucks, motor homes, trailers, cement mixer trucks, oil or gas trucks, delivery trucks, box trucks, moving trucks, semi-trucks, construction equipment and vehicles, are restricted pursuant to Section 6.8 of the Declaration. Large vans used for family use only shall be allowed but only if they are without any advertising whatsoever (no magnets, markings, wraps and/or other items that advertise commercially).
12. **Construction Dumpster.** A construction dumpster requires an application to the homeowners association. For outside improvements to any property, the construction dumpster application can

be included in any ACC application without any additional fee. For indoor-only improvements to any property, an application for a construction dumpster is required to the association management for no fee. ACC approval is not required for indoor-only improvements. Association management is responsible for review and approval of this type of application. Each approved application shall only be valid for up to two weeks. One two-week extension application for a construction dumpster must be submitted to the association and may be approved for the same property on a case by case basis with no fee required. After expiration of the application time period and any extension, the construction dumpster must be removed from the property. Under no circumstances will a construction dumpster be allowed to remain on a property for more than four consecutive weeks, unless needed due to damage from a natural disaster. After a dumpster has been on the property for the maximum of four consecutive weeks, the Association will not approve an application for a new dumpster on the property unless that new dumpster is placed on the property more than four weeks from the date the prior dumpster was removed. Violation(s) of having the construction dumpster longer than approved results in an immediate \$100/day fine by the association.

13. **Storage Pod.** Placement of a storage pod on any property requires an application to the association. The application does not require an application fee. Each approved application shall only be valid for up to two weeks. One one-week extension application for a storage pod must be submitted to the association and may be approved for the same property on a case by case basis with no fee required. After expiration of the application time period and any extension, the storage pod must be removed from the property. Under no circumstances will a storage pod be allowed to remain on a property for more than three consecutive weeks. After a storage pod has been on the property for the maximum of three consecutive weeks, the Association will not approve an application for a new storage pod on the property unless that new storage pod is placed on the property more than three weeks from the date the prior storage pod was removed. Non-compliance with having the construction dumpster longer than approved results in an immediate \$100/day fine by the association.
14. Garbage cans, recycle bins, garbage bags, and miscellaneous waste shall be set curbside the evening before service and removed by 6:00 PM. the day of service and stored where not visible from the roadway or another residence or lot. Yard waste may be set at the curb beginning on Saturday. Homeowners must adhere to the rules. If the rules are not adhered to homeowners will get three (3) courtesy notices without fine per year, starting with the first violation. On the 4th or more occurrence it will be an immediate fine. The homeowner will be sent to the fining committee They would then be sent to the fining committee. The 4th occurrence is \$ 25, the 5th occurrence is \$ 50 and the 6th or more occurrence is \$ 100 per occurrence.
15. Window coverings shall not consist of aluminum foil, signs, sheets, towels, blankets, cardboard, flags or any other non-traditional window coverings.
16. Holiday decorations that may be seen from the exterior of the property shall commence no sooner than thirty days (30 days) prior to the Holiday and must be removed no later than twenty- one days (21 days) after the Holiday.

17. **Signs.** Only one (1) political sign shall be displayed on a Parcel per state and federal race. If more than one sign per race is displayed on a Parcel, the Owner will be subject to a violation and fine for each duplicate sign. Political signs shall be displayed on a Parcel no earlier than forty-five (45) days prior to election day and shall be removed from a Parcel by no later than three (3) days after election day. Yard treatment signs and yard of the month sign are allowed. Vendor advertisement signs are allowed only during the construction period.
18. **Tree Maintenance – Sidewalks.** All branches, leaves, and other undergrowth over a sidewalk shall be removed to a height of no less than nine (9) Feet from the grade directly above all portions of the sidewalk.
19. **Tree Maintenance– Roadway.** All branches, leaves, and other undergrowth over a paved roadway shall be removed to a height of no less than fourteen (14) feet directly over the road and storm gutter/curb.
20. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, Articles of Incorporation, and the Bylaws of the Homeowners Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without **limitation, an action to recover sums due for damages, injunctive relief, or any combination** thereof The Homeowners Association shall have the right to suspend voting rights and use of recreation facilities, if any are owned by the Association, in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Homeowners Association, a fine or fines **may be imposed upon an owner for failure of an owner, his tenants, family, guests, invitees or employees,** to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or Bylaws, as provided in the Declaration.
21. Notwithstanding anything herein contained to the contrary, these rules and regulations shall not apply to the Declarant, nor its affiliates, agents or employees and contractors (except in such contractors capacity as Owners), nor property while owned by either the Declarant or its affiliates. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more **Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.**